

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332422

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900314022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R. Bradford Gruno		01/28/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Brad's Raw Chips, LLC		
Street Address:	7034 Easton Road		
City:	Pipersville		
State/Country:	PENNSYLVANIA		
Postal Code:	18947		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3814309	BRAD'S RAW CHIPS	
CORRESPONDENCE DATA			
Fax Number:	2157012035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-665-4702		
Email:	jcloak@cozen.com		
Correspondent Name:	J. Trevor Cloak		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19106		
ATTORNEY DOCKET NUMBER:	341367.000		
NAME OF SUBMITTER:	J. Trevor Cloak		
SIGNATURE:	/J. Trevor Cloak/		
DATE SIGNED:	02/18/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, effective as of the 28th day of January, 2015, is made and delivered by R. Bradford Gruno ("Assignor" or "Gruno") to Brad's Raw Chips, LLC ("Assignee" or the "Company") pursuant to that certain Contribution Agreement, dated as of January 28, 2015 (the "Contribution Agreement"), by and among Gruno, the Company, Arthur Pergament, LAD Income Partners, LP, Pergament Lohas Fund, LLC and Pergament Advisors, LLC and, solely for purposes of Section 2.02 thereof, Walter Gruger. Capitalized terms not defined herein have the meanings ascribed to them in the Contribution Agreement.

WHEREAS, Assignor is the owner of the Trademarks (as such term is defined below) and the Registrations therefor (as such term is defined below);

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks and the Registrations worldwide, excluding any rights in Gruno's Rights of Publicity and Gruno's Retained Rights of Publicity, which rights—and any associated goodwill—shall be retained by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all of the above-referenced rights, title and interest in and to the Trademarks and the Registrations worldwide.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual promises contained in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

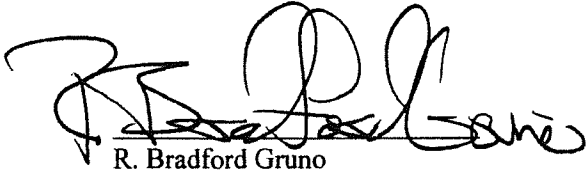
1. Assignment. Assignor hereby irrevocably assigns, transfers, grants, conveys and sells to Assignee all rights, title and interest in and to:
 - (i) the trademarks identified on Schedule A hereto (the "Trademarks"), together with the goodwill appurtenant thereto, any and all common law rights therein, and the right to sue for and to recover damages and profits for third-party infringements of the Trademarks, if any, as of the date hereof; and
 - (ii) all registrations for the Trademarks as identified on Schedule B hereto (the "Registrations"); and
 - (iii) provided, however, that Assignor hereby expressly retains and does not assign, transfer, grant, convey and/or sell any and all rights, title and interest in and to Gruno's Rights of Publicity and Gruno's Retained Rights of Publicity (as defined in the Contribution Agreement) and any and all goodwill associated therewith.
2. Representation and Warranties. Assignor represents and warrants that:
 - (i) he is the sole and exclusive owner of the Trademarks and Registrations;
 - (ii) the Trademarks and Registrations are free and clear of all liens, encumbrances, charges, claims or other rights whatsoever of any third parties;
 - (iii) he has not heretofore transferred, pledged, or otherwise granted an interest in the Trademarks or the Registrations and the Trademarks and Registrations are not

currently subject to any license agreement, settlement agreement, or covenant not to sue; and

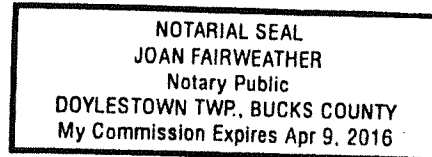
- (iv) the Trademarks and Registrations are valid and subsisting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first set forth above.


R. Bradford Gruno

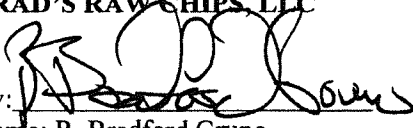
STATE OF PA)
COUNTY OF Bucks) ss.:)



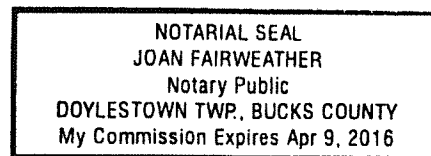
On this 23rd day of JANUARY, 2015, before me personally came R. Bradford Gruno, to me known, who, being by me duly sworn, did depose and say that he is the individual described in and who executed the above instrument and acknowledged to me that he executed the same in his individual capacity.


Notary Public


BRAD'S RAW CHIPS, LLC

By: 
Name: R. Bradford Gruno
Title: Chief Executive Officer

STATE OF PA)
COUNTY OF Bucks) ss.:)



On this 23rd day of JANUARY, 2015, before me personally came R. Bradford Gruno, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Brad's Raw Chips, LLC, described in and which executed the above instrument and acknowledged to me that he executed the same in his capacity as such.


Notary Public

Schedule A - Trademarks

BRAD'S RAW CHIPS

BRAD'S
RAW
CHIPS

Schedule B - Registrations

**BRAD'S
RAW
CHIPS**

U.S. Trademark Reg. No. 3,814,309 for
chips.

in connection with vegetable